

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated November 7, 2012, is made by Southcross Energy Operating, LLC, a Delaware limited liability company, located at 1700 Pacific Ave., Suite 2900, Dallas, TX 75201 ("Assignor"), in favor of Wells Fargo Bank, N.A., a national banking association, located at 201 Main Street, Suite 300, Fort Worth, TX 76102, Attention: Charles D. Kirkham, as agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Collateral Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule I hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Second Amended and Restated Guaranty and Collateral Agreement, dated as of the date hereof, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, as collateral security for all of the Secured Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Secured Parties a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Secured Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Agents and the Secured Parties, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

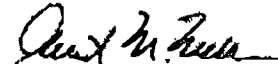
Upon full satisfaction of the Secured Obligations, complete performance of all of the obligations of the Loan Parties under the Loan Documents and final termination of each Lender's obligations, if any, to make any further advances under any Note or to provide any other financial accommodations to any Loan Party, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor such security interest shall be released by Assignee in due form and at Assignor's cost; provided, however, that this Agreement shall be reinstated if at any time any payment of any of the obligations under the Loan Documents is rescinded or must otherwise be returned by the Assignee, the Lenders, or any of their respective affiliates or branches on the

insolvency, bankruptcy or reorganization of any Loan Party or otherwise, all as though the payment had not been made.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

SOUTHCROSS ENERGY OPERATING, LLC,
as Assignor

By: 
Name: David M. Mueller
Title: Senior Vice President


[Signature Page]

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SOUTHCROSS ENERGY OPERATING, LLC

TRADEMARK
REEL: 005001 FRAME: 0330

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

[Trademark Registrations and Trademark Applications]

Trademark	U.S. PTO Application No.	Filing Date	U.S. PTO Registration No.	Registration Date
SOUTHCROSS ENERGY	76/699,231	08/31/2009	4068920	12/13/2011
	76/699,299	09/01/2009	4068921	12/13/2011